

# EXHIBIT A

## General Terms and Conditions

[Listing Policy & Guidelines](#) [Privacy Policy](#)

The submission of information to LoopNet, access to, and use of the LoopNet website (located at [www.LoopNet.com](http://www.LoopNet.com)), and the real estate information services provided thereon (collectively, the "Service") is subject to the following contractually binding terms and conditions (the "Terms and Conditions" or the "Agreement").

If you are viewing, using, or accessing the Service for free, you are a "User." If you are viewing, using or accessing the Service under a paid or Premium subscription, you are a "Customer." These Terms and Conditions refer to Users and Customers collectively as "You." No employee, independent contractor, agent, or affiliate of any competing real estate information, analytics or listings service is permitted to be a User or a Customer or to view, use, or access the LoopNet website without express written permission from LoopNet. By viewing, using, or accessing the Service, You represent and warrant that You are not a competitor of LoopNet, Inc. or any of its affiliates, including without limitation any company owned or operated by CoStar Group, Inc. (collectively, "LoopNet" or the "Company") or acting on behalf of a competitor of LoopNet in registering for or accessing the Service.

By viewing, using or accessing the Service, You agree that these Terms and Conditions are a binding legal agreement between You and LoopNet. You also agree to be contractually bound by the LoopNet Listing Policy & Guidelines (the "Listing Policies") and Privacy Policy, both of which are available by hyperlink at the top of this page. If You do not agree to these Terms and Conditions, You are prohibited from viewing, using or accessing the Service and must immediately discontinue viewing, use, and/or access. Notwithstanding anything to the contrary herein, if You and LoopNet have entered into a separate written agreement that covers Your use of a LoopNet product or service, the terms and conditions of such agreement shall control with respect to such product or service to the extent they are inconsistent with these Terms and Conditions. All questions concerning these Terms and Conditions should be directed to: General Counsel, LoopNet, Inc., 101 California Street, 43rd Floor, San Francisco, CA 94111. LoopNet may update these Terms and Conditions at any time, with or without notice to You. The latest version of the Terms and Conditions is available on the LoopNet website.

### GENERAL PROVISIONS

#### Membership Privileges

Membership privileges are granted by LoopNet to individuals exclusively and are granted specifically to the subscribing registered member only. Membership rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the registered Member without the express written permission of LoopNet. By completing the registration process You become a "Member," and You represent and warrant that the information You provide is true, accurate, complete, and current. Each Member must maintain a valid email address and a password, which shall be utilized for logging on to the LoopNet system. Members are not permitted to share their individual login information with others. LoopNet has the right to refuse or terminate service to any Member, individual, organization, or firm (and all persons associated or affiliated with said organization or firm) that fails to abide by the Terms and Conditions, the Listing Policies as posted and displayed on the LoopNet website, or abuses its rights related to the Service. Upon registration, which is free, User

becomes a Basic Member. Users and Basic Members may search using the Service, and will receive a subset of results of the available properties matching the designated search parameters. In order to view all the available results for a given search, the Basic Member must upgrade to a Premium Membership. A Basic Member may also list properties on the Service, but those listings will only be able to be fully accessed and viewed in the search results of Premium Searchers.

LoopNet utilizes email as a vital and primary communication channel with Members, who hereby acknowledge and grant LoopNet the permission to communicate with them via email (as well as other communication channels such as phone and fax) for any purposes LoopNet determines to be relevant including, but not limited to, system messages, product updates, service announcements, and other marketing messages. LoopNet will use best efforts to honor Member's request to opt out of marketing messages, but under no circumstances will LoopNet have any liability for sending any email to its Members. By becoming a Member, you acknowledge and agree that LoopNet, Inc., and its corporate affiliates, including other CoStar Group, Inc. companies, may record telephone and other electronic communications it has with you for their internal business purposes, including but not limited to training and quality assurance purposes.

### Submission and Administration of Listings

Members may submit to LoopNet property descriptions, photographs, images, videos (which may include sound and/or music), graphics and financial, contact or other information (collectively, the "Submitted Content") for each listing in LoopNet. By submitting a listing, Member represents, warrants and agrees that (a) You own or have the full right, power and authority to grant to LoopNet use of and rights in and to all Submitted Content that you upload, post, e-mail or otherwise transmit to LoopNet; (b) Your license of such content to LoopNet hereunder does not, and the use or license of such content by LoopNet to third parties will not, infringe any right or interest owned or possessed by any third party; (c) there are no claims, judgments or settlements to be paid by You, or pending claims or litigation, relating to such content; and (d) You will fully indemnify the Company against any and all damages or other losses, and any related attorney's fees, other fees, and/or expenses, incurred by the Company as a result of any breach of the foregoing representations or in connection with Your Submitted Content, including without limitation as a result of any claim brought by a third party in connection with Your Submitted Content, whether or not such claim prevails. With respect to all Submitted Content You have uploaded in the past or elect to upload in the future, post, e-mail or otherwise transmit to or via the Service, LoopNet acknowledges that you retain any applicable ownership rights that You may have with respect to the Submitted Content. You nonetheless grant LoopNet and its affiliates (including other CoStar Group, Inc. companies) and their licensees a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license (through multiple tiers) to use, reproduce, adapt, perform, display, publish, translate, prepare derivative works from, modify, distribute, sell, and take any other action with respect to all such Submitted Content (in whole or part), whether submitted in the past or in the future, and/or to incorporate it in other works in any form, media, or technology now known or later developed. Member further acknowledges and agrees that LoopNet may preserve any such Submitted Content, whether submitted in the past or in the future, and may also disclose such Submitted Content in its sole discretion (including without limitation within other products offered by LoopNet and its affiliates, including other CoStar Group, Inc. companies). Member agrees not to submit any Submitted Content to LoopNet unless Member has received all necessary rights and authorizations, including from the photographer or videographer and/or copyright owner of any photographs or videos, to publish and advertise the property listing on Member's website and LoopNet's website. Specifically, Member will not submit a photograph if Member received the photograph from a third party information provider under the terms of a license that does not allow posting of such photograph or video on the LoopNet website. Members may only submit videos personally created by them or their direct employees or via LoopNet's Pro Video™ service. Members may not upload or otherwise submit videos created or produced by third-party video tour providers. Where Member's listing incorporates content provided by LoopNet or its affiliates, such as property photos or other images or information (collectively, "LoopNet Materials"). Member is granted a limited, revocable, exclusive and non-sub-

licensable license to use such LoopNet Materials strictly in connection with Member's LoopNet listing. All other rights to LoopNet Materials are expressly reserved. The Company may, in its sole discretion but without any obligation to search for such, remove property listings that are alleged to have been submitted in violation of this provision. In addition, the Company may require additional evidence of compliance with this provision from Members who are alleged to have submitted property listings, Submitted Content or other information in violation of these binding Terms and Conditions. The Company will, in its sole discretion, terminate the accounts of, and refuse service to, any Member who repeatedly or knowingly violates these binding Terms and Conditions. Member agrees to maintain accurate contact information (specifically, a valid phone number and email address) in order to submit and maintain active property listings on the LoopNet website. No robot, spider or other automated service may be used to submit listings to the Service. The Company shall have the sole authority to choose the manner in which any property listing will be searched, displayed, accessed, viewed, downloaded, copied, and otherwise used on the LoopNet website and Company shall have the right to modify the property listing in the exercise of its rights under these binding Terms and Conditions. Listings that are not modified or renewed within a 75-day period are automatically changed to "Off Market" and are no longer viewable on LoopNet.com. Member (a) represents and warrants that all properties and associated information provided by Member, including Submitted Content, will be accurate; (b) agrees not to post a property listing on the LoopNet marketplace under a name other than the individually named licensed real estate agent or agents that have been engaged by the property owner to market the property under the terms of a duly executed listing agreement with the owner (shared accounts, e.g. listings@abcrealty.com are strictly prohibited); (c) agrees to administer the properties provided by Member and maintain their accuracy at all times. The Company reserves, in a manner consistent with reasonable commercial business practices, the right to remove all or any part of the property listings posted on the LoopNet website. Member is entirely responsible, and Company accepts no responsibility, for the Submitted Content from the Member. While the Company will undertake reasonable efforts for data backup and business resumption, Member will be solely responsible for retaining back-up copies of all information, photographs and other materials it provides to LoopNet. LoopNet may add digital watermarks to certain parts of your property listing, including photographs. We add these digital watermarks to protect against the copying or further distribution of your photographs without your permission. Member agrees that LoopNet may adjust portions of the information contained within the Service (e.g., within property listings). Any such adjustments will have no material impact on the meaning and interpretation of property listings, but will serve as a means of uniquely identifying the property listings. Member accepts that this is a legitimate and lawful security precaution on the part of LoopNet, and accepts further that in the event that any third party has access to property listings that can be identified as having such unique adjustments, this shall constitute a prima facie breach of security and of these Terms and Conditions.

#### Use of Information

You agree to treat all information obtained from the Service, including LoopNet Materials, listings, member directory, historical transaction information ("Property Comps"), and any information otherwise made available to You in the Service (individually and collectively, the "Content") as proprietary to LoopNet. You agree that Content reserved for Members will be maintained as confidential and shall be protected as a trade secret of LoopNet. LoopNet does not ensure the accuracy of, endorse or recommend any Content and You use such Content at Your own risk. You may view, access, or otherwise use the Content solely to obtain initial information from which further evaluation and investigation may commence.

Email addresses that a Member uploads to Pro Tools are for Member's use only; LoopNet agrees not to use a Member's Pro Tools contact list.

LoopNet Market Trend Reports and other similar information, reports and services (individually and collectively "LoopNet Market Reports"), the Service, and any and all Content offered by LoopNet to You ARE PROVIDED SOLELY FOR GENERAL INFORMATION, AND DO NOT CONSTITUTE REAL ESTATE, LEGAL, TAX, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE. BEFORE ACTING ON ANY

INFORMATION PROVIDED BY LOOPNET, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

You shall limit access to, viewing of, and use of active property listings, member directory, LoopNet Market Trend Reports, Property Facts, and Property Comps information to personal and internal use, and shall not use any information obtained from the Service for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way. You shall not use or reproduce any Content that is obtained from the Service, or that is otherwise made available to You in the Service, for or in connection with any other listing service or device. You further shall not use the Service in any other manner for or in connection with any other listing service or device. You shall not use the LoopNet Service as part of any effort to compete with LoopNet, including without limitation using the LoopNet Service to provide, alone or in combination with any other product or service, any database services to any third party or any use that causes a reduction or loss from an existing or potential LoopNet customer, nor shall You remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the LoopNet Service. You shall not use any robot, spider or other automated process to submit listings, monitor, data mine or copy LoopNet products, services or information; decompile, decode or reverse engineer LoopNet software; or use LoopNet products or services in an unlawful manner, such as for offensive, abusive, tortious, libelous, defamatory or other illegal purposes.

#### Passwords/Logins

Members and Customers are required to maintain the confidentiality of all logins and passwords. You are responsible for the activities that occur under your account, login or password. LoopNet is not responsible for any loss or damage arising from your failure to maintain the confidentiality of your account, login information or password and/or failure to comply with the terms and conditions set forth in the Membership Privileges, Use of Information or Ownership and License Grant sections of these binding Terms and Conditions that relate to confidentiality of account, login or password information.

#### Nature of Customer's Business

If a Member or an affiliate of Member owns properties and intends to market them directly via the public LoopNet marketplace, ProspectList or LoopLink, such Member represents to LoopNet that it either (a) markets, using its own facilities, more than 2/3 of those properties which it owns and controls, or (b) markets properties for third parties where such third-party brokerage services account for more than twenty percent (20%) of the total revenues of the entity.

#### Payment Terms

Customer agrees to pay for all products ordered through the LoopNet website or via the LoopNet sales team using the payment method indicated, and provides LoopNet express authorization to charge said fees to the Customer's payment provider at time of purchase or renewal. Fees owed depend on the specific type and quantity of LoopNet products, services, information, or deliverables (collectively "Deliverables") ordered. Payment of fees shall not be contingent on any events other than the delivery of the ordered Deliverables. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by Customer. If payment is not current, LoopNet may immediately cease to provide any and all Deliverables to the Customer. The fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Deliverables. At LoopNet's option, Customer shall pay such taxes or fees directly or pay to LoopNet any such taxes or fees immediately upon invoicing by LoopNet. LoopNet is required to collect sales tax on purchases in select states. Recurring charges will include sales tax in accordance with applicable laws of your state. To view your billing information, visit [My Account](#). The fees paid for monthly subscriptions are non-refundable, regardless of whether the subscription is terminated prior to the end of the then-current monthly billing period. Discounts received via a product bundle are subject to removal when product(s) in bundle are canceled. No partial month refunds will be provided.

Monthly subscriptions will automatically renew using the Customer's current credit card account number unless Customer or LoopNet cancels the subscription three

(3) days prior to the renewal date. Customer cancellations shall be placed on the LoopNet Website at <http://www.LoopNet.com/ProductCancellations>. Except as otherwise provided herein, all other member subscriptions, including quarterly and annual commitment subscriptions, will automatically renew for additional terms equaling the original term unless Customer or LoopNet provides thirty (30) days' advance written notice of non-renewal. Quarterly and annual commitment subscriptions may be canceled as of the end of term only; no mid-term cancellations will be permitted. All cancellation and non-renewal requests by Customer will be processed within five (5) business days. Once the cancellation is processed, a confirmation email will be sent via the Customer's email account on record with LoopNet.

Gold, Platinum and Diamond Listing Tier subscriptions may be purchased for 3 month, 6 month or 12 month initial terms. During the initial term, members are permitted to swap Listing Tiers to other qualifying listings. After the initial term, the Listing Tier will automatically renew for one month terms, unless Customer or LoopNet cancels the subscription three (3) days prior to the end of the then-current term. After the initial term (i.e. during the subsequently monthly terms), Listing Tier swaps are prohibited. Cancellations are effective at the end of the then-current term; no partial month credits will be provided.

If Customer has a question about a cancellation, Customer should contact LoopNet Client Services at [Help@LoopNet.com](mailto:Help@LoopNet.com) or at 888-567-7442. The Company reserves the right to change its fees or billing methods at any time. The Company will provide timely notice to the affected Customers of any such changes.

It is the Customer's responsibility to promptly provide the Company with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Account updates should be made online via the "My Account" tab within the "My LoopNet" section, once Customer has logged into [www.LoopNet.com](http://www.LoopNet.com). LoopNet does not validate all credit card information required by the Customer's payment provider to secure payment.

The Customer must notify LoopNet about any billing problems or discrepancies within 90 days after charges first appear on their Account statement. If it is not brought to LoopNet's attention within 90 days, Customer agrees to waive their right to dispute such problems or discrepancies.

#### Premium Subscriptions

LoopNet offers two distinct paid subscription membership products to its active commercial property listing service: (i) a paid subscription product for those Customers who primarily utilize the Service to actively list and market commercial properties available for sale and/or for lease ("Premium Lister" or "Premium Lister subscription"), and (ii) a paid subscription product for those Customers who primarily utilize the Service to actively search for commercial properties available for sale and/or for lease ("Premium Searcher" or "Premium Searcher subscription") (Premium Lister and Premium Searcher collectively, "Premium Subscriptions"). A Customer who purchases either a Premium Lister subscription or a Premium Searcher subscription is a "Premium Customer." Premium Subscription privileges are granted by LoopNet to individuals exclusively and extend solely to the subscribing Premium Customer. Premium Subscription rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the subscribing Premium Customer. Moreover, a Premium Customer may not use a Premium Subscription for the benefit of any other broker, appraiser, researcher, analyst, sales person or similar commercial real estate professional, including without limitation those working for the same company or at the same place of business. For example, a Premium Customer is prohibited from using Premium Searcher to search for available for sale or for lease properties on behalf of, or for the benefit of, other brokers or commercial real estate professionals working for the same company or at the same office. A Premium Customer is similarly prohibited from using Premium Lister to list properties on behalf of, or for the benefit of, other brokers or commercial real estate professionals working for the same company or at the same office. Such Customer of a Premium Lister subscription is permitted to list solely those listings for which he or she is the listing broker. Premium Subscription privileges are subject to change from time to time and may be subject to property listing, property searching, and member directory searching limitations.

Under Premium Lister subscription, one (1) through ten (10) Premium Listing Plans are available for purchase online; higher Premium Listing Plans are available for purchase by calling (855) 858-3782. Any listing on which the Primary Contact is a Premium Lister and is within Plan will receive Premium exposure; listings above Plan will receive exposure as Standard listings. Customer acknowledges that LoopNet (in addition to its other remedies) can cancel, not renew, and/or prohibit Premium Subscription privileges to any individual, organization, or group that does not abide by the terms and conditions set forth herein and/or can refuse any or all membership privileges. LoopNet also has the right to refuse service to any Customer or company that has delinquent charges that remain unpaid and to impose additional charges to reactivate Premium Subscription or other membership privileges. Premium Subscriptions continue to renew at the prevailing level regardless of Customer's listing or searching activity on LoopNet.com. Premium Subscriptions will automatically renew to the credit card number provided for initial payment unless the Customer cancels their subscription on the LoopNet Website at <http://www.LoopNet.com/ProductCancellations> prior to the renewal date to cancel such subscription. The Company reserves the right to change its fees, payment frequency, or billing methods at any time. The Company will provide timely notice of any such changes.

After adding a listing at the Standard exposure level, there will be an option to change current membership level to a Premium Lister with a Premium Listing Plan which will provide Premium exposure for the listing. For all Plan changes submitted online, the Customer will be charged a prorated change plan fee for the remaining days in current billing cycle, and Customer's subscription rate will be adjusted commencing with the next bill date. If Customer was above Plan, Service will upgrade the most recently created Standard Listings to Premium until Customer is within Plan. Premium Members may change current membership level to a lower Premium Listing Plan by clicking to "Change Plan" under "My Account". Membership change will take effect end of term for Premium Members in a quarterly or annual commitment. Once effective, service will downgrade the earliest created Premium Listing to a Standard Listing until Customer is within Plan or there are no additional listings to downgrade. Prepaid fees will be refunded based on the number of months remaining on the contract period, beginning with the month following receipt of online request submission to change membership level, but may be subject to adjustment according to current monthly product pricing and subject to adjustment for any incentives or discounts provided for said prepayment. No partial month refunds will be provided. The company reserves the right to deactivate complimentary subscriptions granted to Premium Members if there is no search activity for the previous ninety (90) days.

#### Targeted Advertising

Campaigns are available for purchase by Members for member advertising (Premium status not required) by contacting LoopNet Advertising Sales at (888) 207-9234. Once active, the campaign will appear on LoopNet.com desktop, LoopNet.com mobile and IOS apps. Searchers who click the advertisement will be directed to a lead form. Leads will be available for each campaign by clicking the 'Leads' link, accessible via 'My Ads' under 'My LoopNet'. Pricing for each campaign will be determined by the number of available impressions (or views) advertiser desires for a given set of campaign targeting options, including property type, search type (for sale/for lease), and location (zip code). The number of impressions is calculated on the purchase date and remains guaranteed (up to the impression cap provided at campaign purchase) throughout commitment term. Advertising client ("Client") acknowledges that the average views per month on LoopNet.com varies, therefore the number of views for a campaign will vary month to month. Campaigns are sold on a quarterly or annual commitment, billed to a credit card on a monthly billing frequency. Monthly invoicing is available when a minimum campaign value is met. All campaigns auto-renew for additional terms, equal to initial term, if price remains within ten percent (10%) of original campaign purchase price. If at renewal, market demand has increased the campaign price more than ten percent (10%), Client will be notified via email that the campaign has expired and Client will need to authorize campaign continuation at current market price. At any time, Client may request to cancel the campaign by calling LoopNet Advertising Sales at (888) 207-9234. Cancellation requests must be submitted three (3) days prior to the last day of the current campaign to effectively cancel the campaign at the end of term and

avoid renewal. All cancellations are effective at end of the initial or renewal term and monthly billing will continue for the full commitment. There are no refunds or early terminations. There are five status phases to an advertising campaign:

1. Draft Phase - The campaign is reserved but the creative is not live. Billing commences at this time and continues until the campaign is canceled at the end of any campaign term.
2. Active Phase - Ad is published by Client
3. Paused Phase - Advertisement is paused by Client after Client contacts a LoopNet Advertising Representative. Monthly billing continues for full commitment period, with no refund or additional impressions due, for reserved inventory that in the Paused Phase.
4. Suspended Phase - Client suspends advertisement so it is not live on LoopNet, but billing for full commitment period will continue with no refund due.
5. Expired Phase - Campaign is complete and client has validly submitted a cancellation request to be effective at the end of the initial or any renewal term. At this time, the advertisement is not active, and monthly billing has stopped.

An advertisement creative can be updated online or by calling LoopNet Advertisement Representative, and may take up to 24 hours to appear on LoopNet.com. Any update or change to the ad once campaign has begun will require a new advertisement campaign for such updated ad. All previous campaigns will continue until valid cancellation notice is submitted and the campaign ends at the end of the term.

#### Property Comps Subscriptions

Property Comps subscription privileges are granted by LoopNet to individuals exclusively and are granted specifically to the subscribing individual only. Property Comps subscription rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the subscribing individual without the express written permission of LoopNet. Property Comps subscription privileges are subject to change from time to time and are subject to record retrieval limitations of no more than 100 sales comps detailed information records downloaded and/or viewed per month and no more than 500 records saved (the "Monthly Cap"). On the attempt to view the 101st sales comp detailed information record in a given month, LoopNet will inform such subscriber with an online informational message indicating: (i) that such subscriber has reached the Monthly Cap; (ii) that LoopNet may, at its sole discretion, grant such subscriber an additional twenty-five (25) Sales Comp detailed information records free of charge for that month; and (iii) should such subscriber exceed the 125 sales comps detailed information record threshold for that month, such subscriber will be assessed the per-record price as indicated in the online information message beginning with the retrieval of the 126th sales comp detailed information record in that month. Customer acknowledges that LoopNet (in addition to its other remedies) can cancel and prohibit Property Comps subscription privileges to any individual, organization, or group that does not abide by the terms and conditions set forth herein and/or can refuse any or all Property Comps subscription privileges. LoopNet also has the right to refuse service to any Customer or company that has delinquent charges that remain unpaid and to impose additional charges to reactivate Property Comps subscription privileges. Property Comps subscriptions will automatically renew at the prevailing monthly subscription cost and the credit card number provided for initial payment will be charged accordingly unless the Customer contacts LoopNet Client Services at 888-567-7442 three (3) days prior to the renewal date to cancel such subscription. Customer may cancel his/her LoopNet product membership by visiting <http://www.LoopNet.com/ProductCancellations>. Upon cancellation of a Property Comps subscription, Customer will not retain the right to view any previously retrieved Sales Comps detailed information records stored in Customer's Property Comps account folder, and such records will not be reinserted in Customer's folder should such Customer cancel his/her Property Comps subscription and subsequently re-subscribe at a later date. The Company reserves the right to change its fees, payment frequency, or billing methods at any time. The Company will provide timely notice of any such changes.

#### Single Term Purchases

Customer acknowledges that fees paid for each and every single term purchase item including 24-Hour Premium Searcher Membership, Individual sales comp

detailed information records purchased without a Property Comps subscription, Single Premium Listing and one month Gold, Platinum and Diamond Property purchases are specific to that purchase item, are non-refundable, and may not be applied to another single term purchase item or subscription purchase. The Premium Lister benefits for individually purchased Single Premium Listings will expire 90 days from the date of purchase. After 90 days, the listing will remain on the LoopNet website, but it will revert to a Standard Listing. Gold, Platinum and Diamond Listing Tier upgrades are available for Premium listings only. If the underlying Premium listing downgrades to Standard during the Listing Tier term, the Gold, Platinum, Diamond Listing Tier will simultaneously downgrade incurring no further charges. No partial term refunds will be provided.

#### Unsolicited Commercial Email (Spam)

LoopNet prohibits the use of our system or its tools to generate or send unsolicited commercial email (spam). You may not use the Email The Broker, Email a Friend service, Pro Tools, or other email services that LoopNet offers to send spam (i.e. unsolicited commercial email) or otherwise send content that would violate these Terms and Conditions. By using Pro Tools, You agree to send email only to those who have given You consent or with whom You have an established business relationship. LoopNet has the right to revoke the privileges of any party who breaches these terms.

#### Termination

LoopNet reserves the right to terminate or suspend a Customer's account upon a good faith determination of a violation of these binding Terms and Conditions or any material provision of another agreement between the parties or their affiliates. Cause for termination includes, but is not limited to, breaches or violations of the Terms and Conditions, requests by law enforcement, fraudulent or illegal activity by you, discontinuance or material modification of LoopNet services, nonpayment of fees owed by you in connection with LoopNet or its affiliates' services, account inactivity or technical or security issues. Upon termination, LoopNet shall have no obligation to maintain or forward any content in your account. If Customer has a separate, written agreement with LoopNet in which the Premium Lister or Premium Searcher portion of such agreement is designated to last more than one (1) calendar year, notwithstanding anything to the contrary in these Terms and Conditions, Customer may, on a one-time basis for no or any cause and without payment or penalty and upon written notice to LoopNet, terminate the Premium Lister or Premium Searcher portion of such written agreement effective one year from the date LoopNet receives such written notice, provided that such one-time termination right shall expire on August 31, 2017 or upon Licensee's exercise of its termination right under this provision.

#### Ownership and License Grant

LoopNet retains all rights (including Intellectual Property Rights as defined below), title and interest in the Service, the LoopNet Website, LoopNet Materials, ProspectList technology and brochures, Email Alert database, LoopLink technology, and all underlying technology and data including any enhancements and improvements thereto as a result of providing the Deliverables hereunder. You will not and will not allow others to: reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer the underlying source code or structure or sequence of LoopNet's technology or delete or alter author attributes or copyright notices. You shall use the LoopNet system solely for Your own individual use and shall not share passwords with others or allow others to use the LoopNet system under or through that Your login ID/email and password; nor shall any Member use the LoopNet system to list properties or conduct searches on behalf of other non-Member brokerage, research, analyst, sales or other similar personnel.

Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (a) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (b) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications

for registration and registrations of trademarks and service marks; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired.

#### Limitation of Liability and Indemnification

IN NO EVENT SHALL LOOPNET BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, OTHER INTANGIBLE LOSS, INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION, PRODUCTS OR SERVICES PROVIDED, RELIANCE BY THE YOU ON THE COMPLETENESS OR ACCURACY OF INFORMATION, PRODUCTS OR SERVICES, LOSS OF USE OF DATA, LOSS OF DATA, COMPUTER VIRUSES, COMPUTER CORRUPTION, DELETION OR CORRUPTION OF CONTENT OR DATA MAINTAINED OR TRANSMITTED THROUGH THE USE OF LOOPNET'S SERVICES, PRIVATE LISTING FUNCTIONALITY OR MEMBER'S FAILURE TO KEEP LOGIN AND/OR PASSWORD SECURE AND CONFIDENTIAL ARISING OUT OF THESE BINDING TERMS AND CONDITIONS. Your exclusive remedy, and LoopNet's entire liability under these Terms and Conditions shall be a refund of the fees paid to LoopNet hereunder, and in no event will LoopNet's liability for any reason exceed such fee. LoopNet (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from Customer's use of the Deliverables, and Customer shall indemnify LoopNet (and LoopNet's officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than Customer arising from Customer's use or application of the Deliverables. Some jurisdictions do not allow the exclusion of liability for certain damages. As a result, some of the exclusions above may not apply to you.

#### Warranty Disclaimers

THE LISTINGS, SERVICE, PROPERTY COMPS INFORMATION, PROPERTY FACTS INFORMATION, PRO TOOLS AND LOOPNET MARKET TREND REPORTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LOOPNET MAKES NO PROMISES, REPRESENTATION OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LISTINGS, SERVICE, SALES COMP INFORMATION, PROPERTY FACTS INFORMATION, OR LOOPNET MARKET TREND REPORTS, INCLUDING THEIR ACCURACY, OPERATION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND LOOPNET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, WORKMANLIKE EFFORT, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES RELATING TO ENCUMBERANCES OR LIENS, AND, UNDER THE LAW OF THE UNITED STATES, THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES. LOOPNET MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES THAT ACCESS TO LOOPNET'S SERVICES WILL BE UNINTERRUPTED OR SECURE. ANY MATERIAL DOWNLOADED FROM LOOPNET'S WEBSITE, INCLUDING LISTINGS, SERVICE, PROPERTY COMPS INFORMATION, PROPERTY FACTS INFORMATION, PRO TOOLS AND LOOPNET MARKET TREND REPORTS IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WAIVE ALL CLAIMS AND CAUSES OF ACTION RELATING TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM SUCH DOWNLOADS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LOOPNET OR ITS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. AS A RESULT, SOME OF THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU

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The maps and directions information provided by LoopNet have been obtained from sources believed reliable, including Google Maps and Microsoft Virtual Earth.

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#### Links to Third Party Sites

This website may contain hyperlinks to other websites operated by parties other than LoopNet, Inc. and its affiliates which are beyond LoopNet's control. Parties other than LoopNet may provide services or sell product lines on this site that take you outside of our service. This includes links from advertisers, sponsors, and content partners that may use LoopNet's logo(s) as part of a co-branding relationship. For example, if you click on a banner advertisement the click may take you off the LoopNet site. LoopNet does not control, is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their websites. LoopNet does not assume any liability for the actions, product, and content of all of these and any other third parties. LoopNet makes no representations and cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material on such third party websites. When you click on a link that leaves the LoopNet site, the site you will land on is not controlled by LoopNet and different terms of use and privacy statements may apply. LoopNet also does not assume, and expressly disclaims, all liability for any viruses, worms, Trojan horses, defects, or other malfunctions caused by, resulting from, existing within, or in connection with such third party sites and any links thereto.

#### Other Rights of LoopNet, Inc.

You agree that LoopNet shall have the right to use Listings and other information submitted to it for any purpose, including without limitation for publication of all or part of such Listing on the Internet. LoopNet shall have sole authority to choose the manner in which any Listing will be received, displayed and used by the Service, and reserves the right to remove all or any part of a Listing or refuse Services to anyone at any time in its sole discretion. LoopNet shall have no obligation to (i) resolve disputes among Users, Members and/or Customers or (ii) monitor or verify the accuracy or proper use of the Listings. LoopNet reserves the right to modify or change any and all terms and conditions at any time. The most current copy of these terms and conditions will be posted and available for review on LoopNet's corporate website, located at <http://www.loopnet.com>.

#### Claims of Copyright Infringement

If you believe that your work has been copied onto LoopNet in a way that constitutes copyright infringement, please provide LoopNet's registered DMCA agent the written information specified below:

- A description of the copyrighted work that you claim has been infringed;
- Identification of the material you claim is infringing, including a description of where such material is located;
- Your address, telephone number, and e-mail address;
- A signed statement that the information in your notice is accurate, that you have a good-faith belief that the identified use is not authorized by the copyright owner, its agent, or the law; and under penalty of perjury, that that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Address for LoopNet's DMCA registered agent:

LoopNet, Inc.

Attn: General Counsel

101 California Street, 43rd Floor

San Francisco, CA 94111

Phone: (800) 725-3872

Email: [mmann@loopnet.com](mailto:mmann@loopnet.com)

We may forward any notice(s) of alleged infringement to the person(s) who provided the allegedly infringing content. Please note that this procedure is exclusively for notifying LoopNet that your copyrighted material has been infringed

### Brokers and Agents

Any Customer who identifies himself or herself as a broker or agent on the LoopNet website member registration form or otherwise purports to be a broker on LoopNet's Find a Broker service hereby represents and warrants that Customer is validly licensed as a broker and is in compliance with applicable broker requirements in all jurisdictions in which Customer is required to be licensed. The Company may, in its sole discretion, but without any obligation to verify the licensure of such individual as a broker or agent, remove from the list of brokers any Customer whom the Company believes is not a licensed broker or agent in any applicable jurisdiction. The Company may, in its sole discretion, terminate the accounts of, and refuse services to, any Customer who repeatedly or knowingly misrepresents its licensed broker or agent status or upon notification by any state agency or similar governmental authority that such Customer is not a licensed broker. LoopNet does not and shall not have any obligation to independently verify the licensure of individuals identified as brokers and agents on the website. It is your responsibility to confirm the licensed status of any brokers listed on the LoopNet website.

### Governing Law; Customer Right to Arbitrate

These binding Terms and Conditions, and the Deliverables provided by LoopNet, shall be governed by the laws of the District of Columbia, without reference to conflict of laws principles. You hereby consent to the exclusive jurisdiction and venue of the State and Federal courts of the District of Columbia for the adjudication of any disputes or claims arising out of and/or related to these binding Terms and Conditions. If any provision of these binding Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which shall remain in full force and effect.

You acknowledge that any breach of these binding Terms and Conditions, including without limitation the restrictions on competitor use, viewing, or access and the sections above titled "Submission and Administration of Listings" and "Use of Information," or any unauthorized use of the Service, is a material breach of the Agreement and will cause irreparable harm and injury to the Company, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, You agree that the Company shall be entitled to injunctive relief. Any User, Member, Customer, or other individual or entity that violates any term of these binding Terms and Conditions is precluded from enforcing, agrees not to enforce, and covenants not to sue to enforce, any similar contract, including terms and conditions, terms of use and terms of service, asserted by such User, Member, Customer, or other individual or entity, or any affiliate thereof, as binding upon LoopNet and its affiliates, including other CoStar Group companies. Material breach of these binding Terms and Conditions harms the integrity, functionality, and reputation of LoopNet and its affiliates; detracts from Users' and Customers' trust in and use of the Service; and unfairly harms, thereby causing damage to, the business of LoopNet. You agree that, in the event You materially breach these binding Terms and Conditions, You will pay LoopNet's reasonable attorneys' fees and costs, to be determined by a court or arbitrator, but not less than \$30,000, an amount the parties agree would be the minimum reasonable fee for any legal action required to enforce these binding Terms and Conditions.

Should LoopNet file or threaten to file a judicial action against Customer alleging violation of LoopNet's intellectual property rights or violation of use provisions of this Agreement as they pertain to Premium Lister or Premium Searcher products, Customer may elect to resolve LoopNet's claims through binding arbitration to be governed by the Commercial Arbitration Rules of the American Arbitration Association and to be held in the District of Columbia pursuant to the laws of the District of Columbia. Such right must be invoked within twenty (20) days of LoopNet's filing of or threat to file a judicial action. Provided, however, that nothing in this paragraph shall be construed to prohibit or prevent LoopNet from

requesting any legal or equitable relief or remedy of any kind in an action commenced in state or federal court or in any arbitration proceeding.

#### Assignment

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The rights under this Agreement or any license granted hereunder may not be assigned, sublicensed or otherwise transferred by Customer without the prior written consent of LoopNet, which retains the right to withhold consent in its sole discretion.

#### Waiver and Severability

The failure of LoopNet to exercise or enforce a legal right or remedy contained in the Terms and Conditions does not constitute a waiver of any such right or remedy. No waiver of any right, term or provision of the Terms and Conditions is deemed a waiver of any other right, term or provision. If a court of competent jurisdiction finds any provision of the Terms and Conditions to be invalid, You agree that the remaining terms and provisions remain in full force and effect.

#### Notices

All notices to Company must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to Member Services at LoopNet.

#### Entire Agreement

Except as provided herein, the terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement.

Last Updated: August 11, 2016

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